

**IN THE UNITED STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF PENNSYLVANIA**

PAUL JULIANO
1226 Oakwood Drive
Norristown, PA 19406

No. 18-cv-03053

and

JURY TRIAL DEMANDED

JACQUELYN JULIANO
13501 Meadowcreek Drive
Orlando, FL 32821,
Plaintiffs

vs.

AMERICREDIT FINANCIAL SERVICES, INC.
D/B/A GM FINANCIAL
801 Cherry Street, Suite 3500
Fort Worth, TX 76102,
Defendant

AMENDED COMPLAINT

PARTIES

1. Plaintiff, Paul Juliano (hereinafter referred to as "Paul"), is an adult individual residing at 1226 Oakwood Drive, Norristown, PA 19406.
2. Plaintiff, Jacquelyn Juliano (hereinafter referred to as "Jacquelyn"), is an adult individual residing at 13501 Meadowcreek Drive, Orlando, FL 32821.
3. Jacquelyn is Paul's daughter and lived at home with him in Norristown, Pennsylvania until approximately June 2018 when she moved to the above captioned address in Orlando, Florida.
4. Defendant, AmeriCredit Financial Services, Inc. d/b/a GM Financial (hereinafter referred to as "GM Financial"), is a corporation registered to do business in

the Commonwealth of Pennsylvania, with its principle office located at 801 Cherry Street, Suite 3500, Fort Worth, TX 76102.

5. GM Financial is the wholly owned captive finance subsidiary of General Motors and provides retail financing and lease programs for customers of automobile dealers in North America, South America and Asia.

JURISDICTION AND VENUE

6. This Court has jurisdiction to decide Paul and Jacquelyn's claims pursuant to 28 U.S.C. § 1331 as a claim arising under the laws of the United States.

7. Pursuant to 28 U.S.C. §1391(b)(1) and (2), venue is proper in this Court since GM Financial resides in the Commonwealth of Pennsylvania and a substantial part of the events at issue took place in the Eastern District of Pennsylvania.

8. A trial by jury is demanded.

FACTS

9. For many years Paul has maintained account number xxxxxxxx6896 with AT&T for six (6) separate cellular telephone numbers, including 610-888-9359 which is the telephone number assigned to the cellular phone used by Jacquelyn (hereinafter referred to as "Jacquelyn's cellular phone").

10. Billing statements for the AT&T cellular telephone numbers, including for Jacquelyn's cellular phone, are delivered to Paul's address in Norristown, Pennsylvania as captioned above and paid by Paul.

11. Jacquelyn has never owned an automobile or financed the purchase of an automobile through GM Financial, leased an automobile from GM Financial or had any other dealing with GM Financial.

12. Neither Paul nor Jacquelyn have ever provided GM Financial with an express invitation or permission to call Jacquelyn's cellular phone.

13. Beginning in approximately November 2017, GM Financial used an automatic telephone dialing system to place calls to Jacquelyn's cellular phone in an attempt to collect a debt owed by someone other than Jacquelyn.

14. The calls placed to Jacquelyn's cellular phone by GM Financial were made with an artificial or prerecorded voice.

15. After receiving calls from GM Financial, Jacquelyn spoke with a representative of GM Financial and told the representative that she had no business relationship with GM Financial and demanded that GM Financial stop placing calls to her cellular phone.

16. Although Jacquelyn was assured that the calls would stop, GM Financial continued to use its automatic telephone dialing system to call Jacquelyn's cellular phone in an attempt to collect a debt owed by someone other than Jacquelyn.

17. The additional calls placed to Jacquelyn's cellular phone by GM Financial were also made with an artificial or prerecorded voice.

18. On or about May 22, 2018, Paul and Jacquelyn sent the letter attached hereto as Exhibit "A" to GM Financial demanding that it stop making calls to Jacquelyn's cellular phone.

19. Since receiving the letter from Paul and Jacquelyn, GM Financial has continued to use its automatic telephone dialing system to call Jacquelyn's cellular phone.

20. Since receiving the letter from Paul and Jacquelyn, GM Financial has continued to make calls to Jacquelyn's cellular phone with an artificial or prerecorded voice.

COUNT I – 47 U.S.C. § 227
VIOLATION OF THE TELEPHONE CONSUMER PROTECTION ACT
Paul and Jacquelyn Juliano v. GM Financial

21. Plaintiffs hereby incorporates paragraphs 1 through 20 inclusive as though fully set forth at length.

22. Jacquelyn has never had a business relationship with GM Financial.

23. Jacquelyn has never provided GM Financial with express consent to call her cellular phone.

24. Paul has never provided GM Financial with express consent to call Jacquelyn's cellular phone.

25. GM Financial, through the use of an automatic telephone dialing system, has made numerous unsolicited calls to Jacquelyn's cellular phone in an attempt to collect a debt not owed by Jacquelyn.

26. GM Financial, has made numerous unsolicited calls to Jacquelyn's cellular phone with an artificial or prerecorded voice to collect a debt not owed by Jacquelyn.

27. GM Financial has willfully and knowingly violated § 227(b)(1)(A) of the Telephone Consumer Protection Act, 47 U.S.C. 227, because it has willfully used an automatic telephone dialing system to call Jacquelyn's cell phone when it knew that it did not have Jacquelyn's or Paul's express consent to call Jacquelyn's cellular phone and it knew that it had no business relationship with Jacquelyn.

28. GM Financial has willfully and knowingly violated § 227(b)(1)(A) of the Telephone Consumer Protection Act, 47 U.S.C. 227, because it has willfully made calls with an artificial or prerecorded voice to Jacquelyn's cell phone when it knew that it did not have Jacquelyn's or Paul's express consent to call Jacquelyn's cellular phone and it knew that it had no business relationship with Jacquelyn.

WHEREFORE, Plaintiffs Paul Juliano and Jacquelyn Juliano, demand judgment in their favor and against Defendant GM Financial in an amount not in excess of \$175,000.00 plus costs of suit.

DESEN, MOSES & ROSSITTO

Dated: August 23, 2018

By: 
DAVID S. DESSEN, ESQUIRE
Attorney ID # 17627
Attorney for Plaintiff

600 Easton Road
Willow Grove, PA 19090
(215) 496-2902
ddessen@dms-lawyer.com

EXHIBIT “A”

Paul Juliano and Jacquelyn Juliano
1226 Oakwood Ave
Norristown, Pennsylvania 19401
610-888-9359

May 22, 2018

Americredit d/b/a GM Financial
801 Cherry St, Suite 3500
Fort Worth, Texas 76102
844-496-6394

RE: Cease and Desist from Harassment

Dear Americredit d/b/a GM Financial:

I am writing you this letter to document a period of harassment we received from you starting March 22, 2018. Such conduct has caused us to suffer severe humiliation, embarrassment, emotional distress, and physical discomfort.

Repeatedly calling the cell phone of Paul and Jacquelyn Juliano for Collections after being repeatedly notified that we are NOT clients, customers, loan holders or vehicle owners with loans being held by GM Financial.

We demand that you cease and desist from this activity as soon as possible and, in any event, within 3 days from your receipt of this letter. If action is not taken by you to cease and desist within the given time frame, I will have no choice but to take appropriate legal action against you.

Sincerely,



Paul Juliano



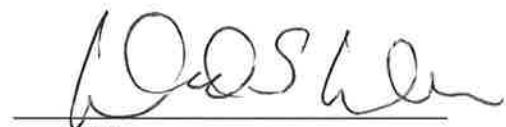
Jacquelyn Juliano

CERTIFICATION OF SERVICE

I hereby certify that a true and correct copy of the within Amended Complaint was forwarded on the date below via e-mail to:

Daren W. Dwyer, Esquire
TROUTMAN SANDERS LLP
401 9th Street, N.W., Suite 1000
Washington, D.C. 20004

Dated: August 23, 2018



DAVID S. DESSEN